

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-15-68297
HUD# 07-16-4069-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

[NAME REDACTED]
[Address Redacted]

[NAME REDACTED]
[Address Redacted]

COMPLAINANT

[NAME REDACTED]
[Address Redacted]

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties:

Complainant alleges on or around September 15, 2015, he contacted Respondents and made a reasonable accommodation request that he be allowed to have an assistance animal live with him at the subject apartment. Complainant further alleges Respondents unreasonably delayed approval of the reasonable accommodation and ultimately denied his right to reasonable accommodations based on disability. Respondents own or manage the subject property, a 12-unit apartment building, located at [Address Redacted].

Terms of Settlement:

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. The parties agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights

Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. The parties acknowledge the ICRA makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person.
Iowa Code § 216.8(1)(a).

The parties acknowledge the Fair Housing Act (FHA) makes it unlawful to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or housing accommodation or part, portion, or interest therein, to any person because of the of race, color, religion, sex, familial status, or national origin.
42 U.S.C. 3604(f)(1)(a) (§ 804(f)(1) of the Fair Housing Act).

3. The parties acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider’s operations. 42 U.S.C. 3604(f)(3)(b) (§ 804(f)(3)(b) of the Fair Housing Act); Iowa Code § 216.8A(3)(c)(2).
4. The parties acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
5. The parties acknowledge that under the FHA and ICRA assistance animals may be required as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling.

Assistance animals are often referred to as service animals, emotional support animals, therapy animals, companion animals, or support animals. Under the FHA and ICRA, an assistance animal is “not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.” *Service Animals and Assistance Animals for People with Disabilities in*

After receiving a request, housing providers must consider the following:

- (1) Does the person seeking to use and live with the animal have a disability (a physical or mental impairment that substantially limits one or more major life activities)?
- (2) Does the person making the request have a disability-related need for an assistance animal? (afford a person with disabilities an equal opportunity to use or enjoy the dwelling).

A request for accommodation can be denied if the accommodation would impose an undue financial and administrative burden or if it would fundamentally alter the essential nature of the housing provider's services. "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *Reasonable Accommodations Under The Fair Housing Act*, May 17, 2004, at 7.

"The request may also be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct — not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Conditions and restrictions that housing providers apply to pets may not be applied to assistance animals." FHEO-2013-01 at 3.

The parties acknowledge that each tenant or prospective tenant's situation and accommodation request must be considered individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the diagnosis or nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Assistance animals cannot be subjected to monthly pet fees or pet deposits since they are not considered pets under the FHA and ICRA. Housing providers cannot require special tags, equipment, certification or special identification of assistance animals.

Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.
7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in their complaint are not fully meritorious.
8. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
9. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

10. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

11. In exchange for Respondents' payment of \$10,000, and other good and valuable consideration, as detailed below, Complainant and the Commission hereby forever acquit, waive, release, and covenant not to sue Respondents with respect to any and all claims, complaints, administrative proceedings or other causes of action, whether formal or informal and which were, or might have been alleged or asserted against Respondents, whether known or unknown, asserted or unasserted, including claims, complaints, charges, causes of actions arising out of or otherwise pertaining to the above referenced Complaint (CP# 11-15-68297; HUD# 07-16-4069-8) and any and all separate and distinct acts and omissions which may have supported or in any way have been related to the

above-referenced Complaint filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency. Complainant and the Commission agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

12. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place for a period of three consecutive months the Fair Housing Poster (English and Spanish) in their property management offices, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FairHousingPosterGeneral.pdf>

<https://icrc.iowa.gov/sites/default/files/publications/2015/2015FHPosterGeneralSpanish.pdf>

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

Relief for Complainant

13. Respondents agree to pay Complainant \$10,000.00 without any deductions. Respondents agree the Settlement Check will be made out to Complainant and will be mailed to Complainant at the address listed on page one of this Agreement. The Settlement check will be mailed to Complainant within seven business days of the date listed on the Commission's Closing Letter. Complainant shall be fully liable for any taxes associated with the settlement amount.

Respondents also agree to send a copy of the Settlement Check to the Commission within seven (7) days of issuing the check to Complainant.

14. Respondents agree all tenant rules, regulations, and lease agreements will be enforced fairly and without harassment, discrimination, or retaliation. Complainant agrees to follow Respondents' rules and regulations, as well as the terms of his lease agreement.

Once Complainant has vacated his current rental unit, Apartment 4, at the end of his current lease; Respondents agree to do a move out inspection of Apartment 4, during which Complainant (and his representative) may be present.

The purpose of the inspection will be to confirm that Complainant has returned apartment 4 in the same condition as when Complainant moved in, normal wear and tear excepted.

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to the lease agreement.

Upon request, Respondents agree to submit a written report to the Commission, detailing any charges assessed to Complainant for cleaning or damage for Apartment 4 within seven (7) days from receipt of the Commission's request.

Reporting and Record-Keeping

15. Respondents shall forward to the Commission objective evidence the fair housing posters have been posted, within ten (10) days of displaying the posters, as evidence of compliance with Term 12 of this Agreement.
16. Within seven business days of the date listed on the Commission's Closing Letter, Respondents will send a copy of the Settlement Check to the Commission, as evidence of compliance with Term 13 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations
Grimes State Office Building
400 East 14th Street,
Des Moines, Iowa 50319

[Name Redacted], RESPONDENT	Date
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[Name Redacted], RESPONDENT	Date
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[Name Redacted], COMPLAINANT	Date
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Kristin H. Johnson, DIRECTOR IOWA CIVIL RIGHTS COMMISSION	Date
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